

## PUBLIC NOTICE OF ELECTRONIC REGULAR MEETING OF THE MICHIGAN MUNICIPAL SERVICES AUTHORITY EXECUTIVE COMMITTEE

PLEASE NOTE: THIS NOTICE IS GIVEN AND PUBLISHED PURSUANT TO MCL 15.263a. The Executive Committee of the Michigan Municipal Services Authority (the Authority) is meeting electronically as a result of the COVID-19 virus and to protect the health, safety and welfare of the citizens of Michigan from such virus, as allowed by MCL 15.263a.

The Authority will hold a regular meeting on the following date, at the following time, and at the following location:

Date Thursday, October 14, 2021 <u>Time</u> 1:30 PM

Refer to the MMSA's website to view the complete Agenda and Packet for the meeting.

# Specific instructions for public participation via a webinar will be posted on the MMSA's

## website: http://michiganmsa.org/

## WEBINAR LINK: https://zoom.us/j/9015758091 WEBINAR ID: 901 575 8091

The meeting is open to the public and this notice is provided under the Open Meetings Act, 1976 PA 267, MCL 15.261 to 15.275.

The meeting location is barrier-free and accessible to individuals with special needs. Individuals needing special accommodations or assistance to attend or address the meeting should contact the Authority at (248) 925-9295 prior to the meeting to assure compliance with Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, and 42 USC 12131 to 12134.

A copy of the proposed meeting minutes will be available for public inspection at the principal office of the Authority within 8 business days. A copy of the approved minutes of the meeting, including any corrections, will be available for public inspection at the principal office of the Authority within 5 business days after approval.



#### EXECUTIVE COMMITTEE REGULAR MEETING

Thursday, October, 14, 2021 at 1:30 PM LIVE ZOOM WEBINAR - [Link to Join Webinar] Webinar ID: 901 575 8091 Capitol View Building - 201 Townsend St Suite 900 - Lansing, MI 48933

#### <u>AGENDA</u>

- I. Call to Order
- II. Roll Call
- III. Approval of Agenda

#### IV. Approval of Minutes

- a. Minutes of the September 9, 2021 Executive Committee regular meeting
- b. Minutes of the September 20, 2021 Executive Committee special meeting

#### V. Administrative Report

- a. Reminders
- b. FMS Project Update
- c. LCSA Project Update
- d. State of Michigan
- e. Potential Projects
- f. CEO Position and Other Related
- g. Monthly Financial Statements
- VI. Old Business
- VII. New Business
- VIII. Public Comment
- IX. Other Business
- X. Adjournment



#### EXECUTIVE COMMITTEE REGULAR MEETING

Thursday, September 9, 2021 at 1:30 p.m.

#### LIVE ZOOM MEETING

Capital View Building Constitution Room – 9th Floor 201 Townsend Street Lansing, MI 48933

#### **MINUTES**

 $\boxtimes$  Proposed Minutes  $\Box$  Approved

#### I. Call to Order

The meeting was called to order at 1:35 p.m.

#### II. Roll Call

Executive Committee Member Attendance:

LOCATION		PRESENT	ABSENT
Angela Rogensues, Chair*	Warren, Macomb County	Х	
Eric DeLong, Treasurer*	Grand Rapids, Kent County	Х	
Kathleen Lomako, Secretary			Х
Donna Cangemi*	Sterling Heights, Macomb County	Х	
Scott Erbisch*	Marquette, Marquette County	Х	
Aaron Wagner*	Grosse Pointe, Wayne County	Х	

\*Participated via teleconference.

Other attendees:

- Jaymes Vettraino, MMSA\*
- Kristen Delaney, MMSA\*
- Steve Liedel, Dykema\*

#### III. Approval of Agenda

Moved by: Cangemi Supported by: Rogensues

Yes: X No: \_\_\_\_

#### IV. Approval of Minutes

*Ebirsch requested that the minutes be amended to reflect that he was in attendance, arriving late.* 

a. Minutes of the August 12, 2021 Executive Committee meeting as amended.

Moved by: Erbisch Supported by: Cangemi

Yes: <u>X</u> No: \_\_\_\_

#### V. Administrative Report & New Business

#### a. Reminders

None.

#### b. FMS Project Update

CEO Vettraino noted that Grand Rapids continues to have significant performance issues with CGI. Attorney Liedel is drafting a letter to put CGI on notice and is working on potential changes to the fee structure in the agreement with Kent County.

#### c. LCSA Project Update

Vettraino gave an update on work done for the LCSA including a potential collaboration with MI CLASS to distribute payments and work with a consultant to create a process for METRO Act calculations.

#### d. State of Michigan

Vettraino gave an update on continued discussions with Treasury.

#### e. Potential Projects

Vettraino reviewed potential projects including health insurance and purchasing.

#### f. CEO Position and Other Related

Vettraino gave an update on the CEO position. He stated that he has a potential candidate who has indicated that they are interested in the position. He thinks this person has the necessary connections in Lansing and across the state to promote the MMSA. Vettraino noted that he would like to continue working on LCSA matters.

DeLong stated that he is in support of this idea, and that his only suggestion would be for the new CEO to make sure that they have no conflicts with any of their current consulting clients. Vettraino stated that the next step would be to schedule a special meeting to meet the potential CEO candidate and to execute a services agreement.

DeLong stated that it would be his preference for the board to meet the candidate and get comfortable with them, before executing a services agreement. Cangemi agreed, stating that she agrees and would like to meet the candidates before entering into an agreement.

Motion to schedule a special Executive Committee meeting to meet Samantha Harkins and Nate Geinzer.

Moved by: Erbisch Supported by: Rogensues

Yes: <u>X</u> No: \_\_\_\_

#### g. Workers Compensation Insurance Renewal

Vettraino reviewed the workers compensation insurance coverage as presented in the agenda packet.

Motion to authorize the renewal of the MMSA workers compensation insurance coverage as presented.

Moved by: DeLong Supported by: Cangemi

Yes: \_X\_ No: \_\_\_\_

#### h. FYE 2021 MMSA Budget Amendments

Motion to approve Resolution 2021-03 Fiscal Year 2020-2021 General

Appropriations Act Amendment as presented.

Moved by: Cangemi Supported by: DeLong

Ayes: Nayes:

Cangemi DeLong Erbisch Rogensues Wagner

#### i. Budget Consideration and Approval

Rogensues opened the public hearing the purpose of discussing the adoption of the budget for the Authority for the 2021-2022 fiscal year at 2:18 p.m.

There were no members of the public present.

Rogensues closed the public hearing at 2:19 p.m.

Motion to approve Resolution 2021- 04 FY 2021-2022 General Appropriations Act as presented.

Moved by: Cangemi Supported by: DeLong

Yes: \_X\_ No: \_\_\_\_

Motion to approve Resolution 2021- 05 Recommended Budget for Fiscal Year 2021-2022 as presented.

Moved by: DeLong Supported by: Cangemi

Yes: \_X\_ No: \_\_\_\_

#### j. Monthly Financial Statements

Vettraino presented the monthly financial statements as prepared by Plante Moran.

#### VI. Old Business

None.

#### VII. New Business

None.

#### VIII. Public Comment

None.

#### IX. Other Business

Cangemi noted that it will be the 20<sup>th</sup> anniversary of 9/11 soon, and that she is keeping everyone in her thoughts and prayers during this difficult time.

#### X. Adjournment

Motion to adjourn the meeting at 2:20 PM.

Moved by: Cangemi Supported by: Erbisch

Yes: \_X\_ No: \_\_\_\_

#### **Certification of Minutes**

Approved by the Executive Committee on October 14, 2021.

Authority Secretary

Date



#### EXECUTIVE COMMITTEE REGULAR MEETING

Monday, September 20, 2021 at 12:00 p.m.

#### LIVE ZOOM MEETING

Capital View Building Constitution Room – 9th Floor 201 Townsend Street Lansing, MI 48933

#### **MINUTES**

 $\boxtimes$  Proposed Minutes  $\Box$  Approved

MEETING TYPE: 
□ Regular 
⊠ Special

#### I. Call to Order

The meeting was called to order at 12:05 p.m.

#### II. Roll Call

Executive Committee Member Attendance:

LOCATION		PRESENT	ABSENT
Angela Rogensues, Chair*	Warren, Macomb County	Х	
Eric DeLong, Treasurer*	Grand Rapids, Kent County	Х	
Kathleen Lomako, Secretary*	Livonia, Oakland County	Х	
Donna Cangemi*	Sterling Heights, Macomb County	Х	
Scott Erbisch			Х
Aaron Wagner*	Grosse Pointe, Wayne County	Х	

\*Participated via teleconference.

Other attendees:

- Jaymes Vettraino, MMSA\*
- Kristen Delaney, MMSA\*
- Steve Liedel, Dykema\*
- Samantha Harkins, Hundred Place\*

• Nate Geinzer, Hundred Place\*

#### III. Approval of Agenda

Moved by: Cangemi Supported by: Lomako

Yes: <u>X</u> No: \_\_\_\_

#### IV. Approval of Minutes

None.

#### V. Administrative Report & New Business

None.

#### VI. Old Business

None.

#### VII. New Business

a. Introduction of Hundred Place and discussion with the Executive Board

Harkins introduced herself to the Executive Committee and outlined her professional experience. Geinzer also introduced himself to the Committee.

Harkins discussed potential projects for the MMSA to pursue. There was a discussion about the size of municipality that the MMSA should focus on. Geinzer stated that all municipalities need some kind of help, but the consensus was that ones under 15,000 or 10,000 people probably need help the most. The division of labor between Vettraino, Harkins and Geinzer was also discussed, with Vettraino stating that he would like to continue to oversee the work of the LCSA.

Motion to authorize Attorney Leidel and CEO Vettraino to work with Hundred Place to negotiate a services agreement.

Moved by: Cangemi Supported by: Lomako

Yes: <u>X</u> No: \_\_\_\_

VIII. Public Comment

None.

#### IX. Other Business

Vettraino updated the Executive Committee on negotiations with Kent County. Liedel continues to work with them on an acceptable fee for CGI/ERP services.

#### X. Adjournment

Motion to adjourn the meeting at 1:01p.m.

Moved by: Rogensues Supported by: Wagner

Yes: \_X\_ No: \_\_\_\_

#### **Certification of Minutes**

Approved by the Executive Committee on October 14, 2021.

Authority Secretary

Date



October 9, 2021

- TO: MMSA Executive Committee Members
- RE: Executive Committee Meeting Report October 14, 2021

Thank you for the opportunity to provide the MMSA Executive Committee with this report. Please note: the outline letters used in this report match the outline letters under item "V. Administrative Report and New Business"

#### a. Reminders

Zoom Meeting – October 14, 2021 Executive Committee Meeting

Consistent with the opinion received from Steve Liedel during the April 2021 Executive Committee meeting and confirmed with his continued monitoring of actions in Lansing and Ingham County, the MMSA may continue to meet via Zoom and be compliant with State law. The link for our October 14, 2021 meeting is: <a href="https://www.https://wwww.https://wwwwwwww.https://wwwwwwwwwwwwwwww.https://wwwwwwwwww

b. FMS Project Update

Grand Rapids continues to have performance issues with CGI. The city has done a good job of communicating the issues over the past month and providing updates to the MMSA CEO and Legal Counsel. On October 8, 2021, Attorney Liedel provided a draft letter to the city for its consideration. The draft letter is to put CGI on notice for its lack of performance.

As verbally reported during our September meeting, Attorney Liedel provided a draft amendment proposal to the CGI agreement to the city of Grand Rapids and Kent County for its consideration. Attorney Liedel has traded emails with Kent County regarding the proposed amendment and the County and Steve plan to have a phone meeting to further review the terms. Attorney Liedel will provide an updated report during the meeting.

## Collaborate • Innovate • Serve

#### c. LCSA Project Update

#### Metro Act

Staff continues to meet monthly with Resultant to review / facilitate the automation and improvement of significant parts of the Metro Act administration. Implementation of the project is currently on-time and on-budget. We expect to kick-off the new process in November/December with testing and preparation of the telecom reporting forms.

#### <u> PPT</u>

For distribution on or about October 20th the LCSA will issue 1,143 payments for a total of \$245,346,492.51 to local units of government for PPT payments as follows:

Unit of Government	Amount	Checks
Other Municipalities	137,123,654.31	628
Schools and ISDs	74,774,321.54	259
TIFAs	33,448,516.66	256
TOTAL	245,346,492.51	1143

2021 PPT Reimbursements - October 2021	
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As reported prior, staff has developed a new system with Plante to track the PPT Overpayment invoices that the LCSA is directed to send by the State of Michigan. We are pleased to report that progress has been made on collection of outstanding overpayments.

In addition, staff had a meeting with Treasury on September 7, 2021, to discuss overpayments made / outstanding for years 2015, 2016 and 2018. Minimal progress was made during this meeting to settle the status of the 2015 and 2016 overpayments. Overpayments during these two years were made prior to a change in the law and prior to MMSA administering the PPT payments / overpayments. Some progress was made in understanding how staff should venture to better understand this use. On October 7, 2021, staff, including former LCSA Director Shea Charles, met to review the data available on the 2015/2016 overpayments and collections. Staff will continue to work on this use and continue to keep the LCSA Board informed of its progress.

#### <u>MiClass</u>

We continue to engage MiClass in conversations to see if it might be possible to expand LCSA's use of their services, to include transactions (in addition to investing). Please review prior meeting reports regarding the reason for this investigation. Staff met with MiClass in September and October. We plan to beta

test MiClass's transactional services with some of the November Fire Grant/Human Services payments. One area that we continue to investigate, which may cause some delays in the potential switch to MiClass is the transition of governmental unit ACH information from Comerica (which is administered by a third party) to MiClass.

d. State of Michigan

Please see prior months' reports, nothing new to report.

e. Potential Projects

Please see prior months' reports, nothing new to report.

f. CEO Position and Other Related

During its Special Meeting of September 20, 2021, the Executive Committee met with Samantha Harkins and Nate Geinzer of the firm Hundred Place. The purpose of the meeting was for Hundred Place to present a service proposal to provide CEO services to the MMSA and for the Executive Committee to ask questions of the firm. In addition, the Executive Committee heard a report from Vettraino Consulting proposing to modify the services the firm provides the MMSA from "MMSA CEO services" to "LCSA Director services."

At the conclusion of its discussion with Hundred Place, the Executive Committee directed staff to develop appropriate service agreements with Hundred Place and a new service agreement with Vettraino Consulting.

Draft agreements have been prepared and reviewed by Attorney Liedel, Hundred Place and Vettraino Consulting and are ready for the Executive Committee's review and consideration.

MMSA CEO Duties	Annual Est Cost		
Pre-2021 (Employee*)	153,285.14		
2/2021 (VC** only)	80,028.00		
10/2021 (HP*** and VC)	93,600.00		

A summary of the impact of proposed agreements on MMSA's cost is noted below:

\* Employee costs include fringe benefits and taxes

\*\* VC = Vettraino Consulting

\*\*\* HP = Hundred Place Consulting

**RECOMMENDED ACTION:** Review and consider approval of a Services Agreement with Hundred Place, dated October 18, 2021.

**RECOMMENDED ACTION:** Review and consider approval of a Services Agreement with Vettraino Consulting, dated October 18, 2021.

g. Monthly Financial Statements

Please find attached the monthly financial statements for August and September 2021.

If you have any questions or if I can provide any additional information, please let me know.

Sincerely,

Saynes Vetter

Jaymes Vettraino CEO, Michigan Municipal Services Authority

#### PROFESSIONAL SERVICES AGREEMENT

This professional services agreement is dated October 18, 2021 and is between the MICHIGAN MUNICIPAL SERVICES AUTHORITY, a Michigan public body corporate (the "Authority") and HUNDRED PLACE, LLC, a Michigan limited liability company (the "Provider").

The Authority is a Michigan public body corporate created under the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, as amended, MCL 124. 501 to 124.512 (the "**Act**"), pursuant to an interlocal agreement between the City of Grand Rapids, Michigan and the City of Livonia, Michigan.

Provider has extensive experience managing or providing management services to local governmental entities and representing the interests of governmental entities interests before state and local governmental agencies in Michigan.

Due to a vacancy in the position of chief executive officer of the Authority, the Authority wants Provider to provide executive management services to the Authority and Provider wants to provide those services to the Authority.

The parties therefore agree as follows:

1. **Services.** (a) Provider shall provide the professional services described in schedule 1 in a manner consistent with this agreement. Provider shall assign Samantha Harkins as the individual responsible for providing the professional services under this agreement. Provider also may utilize the services of Nate Geinzer, under the direction of Samantha Harkins, to provide the professional services. Provider shall not assign another individual to provide the professional services without the prior written approval of the Authority.

(b) Provider shall perform its obligations under this agreement in a professional and proficient manner in accordance with prevailing industry standards and practices, including the International City/County Management Association Code of Ethics. When providing services under this agreement, Provider shall comply with applicable law.

(c) Provider shall perform any work not in compliance with section 1(b) brought to its attention within a reasonable time after the work is performed at no additional cost to the Authority.

(d) The parties anticipate that Provider will provide the Authority with approximately 36 hours of services per month. The parties acknowledge the actual hours may vary depending upon workload.

(e) Provider shall provide the Authority with timely updates of its performance of services under this agreement as requested by Authority and in the format required by the Authority.

(f) The parties intend that Provider's relationship to the Authority in providing services under this agreement be one of an independent contractor. Provider shall be responsible for

paying all taxes relating to amounts paid to Provider under this agreement. Provider will not be an employee of the Authority. Provider may not commit the Authority to any agreement without the Authority's prior written consent.

2. **Compensation.** (a) The Authority shall compensate Provider at the rate of \$4,680.00 per month.

(b) By the 10th day of each month Provider shall submit to the Authority an invoice for services rendered during the preceding month. Each invoice must include a general description of the services provided. The Authority may reject and refuse to pay for any services inconsistent with this agreement. Within 15 days of receiving an invoice, the Authority shall remit payment to Provider.

(c) The Authority's payment of Provider's invoices will constitute full payment for all services under this agreement. The Authority may withhold payment of the final invoice from Provider until the Authority receives delivery of any final work product from Provider.

3. **Statements of Fact.** (a) Provider states that Provider has the necessary knowledge, experience, abilities, skills, and resources to perform its obligations under this agreement.

(b) Provider states that it is organized under Michigan law and in good standing and authorized to conduct business in Michigan.

(c) The verb used to introduce a statement of fact in this agreement does not affect the remedies available for an inaccuracy of that statement of fact.

4. **Term.** (a) Except as provided in section 4(c), this agreement is effective beginning on the date of this agreement and continues through September 30, 2022 unless terminated earlier pursuant to section 4(b). After September 30, 2022, this agreement will automatically renew for an additional month on the first day of each subsequent month, unless terminated pursuant to section 4(b).

(b) The Authority may terminate this agreement at any time, with cause, upon written notice to Provider. The Authority may terminate this agreement at any time, without cause, upon 30 days' written notice to Provider. Provider may terminate this agreement at any time upon 30 days' written notice to Provider. The parties may otherwise terminate this agreement by joint action of the parties.

(c) The obligations of Provider under sections 6 and 7 will survive the termination of this agreement.

5. **Insurance.** Provider shall procure and maintain commercial general liability insurance on an "occurrence basis" with liability limits of at least \$1,000,000.00 per occurrence for combined single limit, personal Injury, bodily injury and property damage. The insurance coverage must include the following extensions: (1) contractual liability; (2) products and completed operations; (3) independent contractors coverage; and (4) broad form general liability extensions or equivalent coverage.

#### 6. Inventions and Patent Rights.

(a) Provider shall promptly disclose to the Authority all ideas, devices, inventions, improvements, technical information and know-how relating to services provided by the Authority or

other activities of the Authority during the term of this agreement, whether patentable or not, that Provider may conceive or make solely or jointly with others during the term of this agreement or within six months of the end of the term of this agreement, if the ideas, devices, inventions, improvements, technical information, or know-how arise out of any work done or concepts developed while performing services under this agreement.

(b) Any right, title, and interest in an idea, device, invention, improvement, technical information, or know-how described in section 6(a) is held by Provider in a fiduciary capacity for the benefit of the Authority and is the sole and exclusive property of the Authority.

(c) Provider shall do any of the following when requested by the Authority during or after the term of this agreement relating to the ideas, devices, inventions, improvements, technical information, and know-how described in section 6(a):

- (1) assign and convey to the Authority in writing Provider's right, title, and interest;
- (2) assist the Authority and its agents in preparing patent applications;
- (3) sign and deliver applications described in section 6(c)(2) and assignments of the applications to the Authority; and
- (4) provide information and testimony, sign documents, and do other things needed or requested by the Authority to facilitate the Authority obtaining, extending, reissuing, maintaining or enforcing patents.

(d) Provider hereby irrevocably nominates and appoints the Authority as Provider's attorney-in-fact to sign and deliver documents and perform acts described in section 6(c) in the event of Provider's absence, unavailability, refusal, or dissolution, with the nomination and appointment granted with full authority in the premises and the authorization coupled with an interest vested in the Authority.

(e) The Authority shall bear all expenses incurred in obtaining, extending, reissuing, maintaining, and enforcing patents as described in section 6(c) and in investing and perfecting title to the patents in the Authority. The Authority shall pay Provider for any time the Authority may require of Provider or for any services that may be required of Provider under section 6(c) after the term of this agreement at an hourly rate provided in schedule 3.

7. **Copyrights**. Any copyright and any other intellectual property rights in a design, software, firmware, and related documentation and works of authorship created by the Provider while providing services to Authority pursuant to this agreement ("**Protected Property**") belong to the Authority. Provider acknowledges that neither the Authority nor its licensees have an obligation to designate the Provider as an author of Protected Property. Provider hereby waives and releases all of Provider's rights to Protected Property.

8. **Catastrophic Event.** (a) If a Catastrophic Event prevents a party from complying with any one or more obligations under this agreement, that inability to comply will not constitute breach if (1) that party uses reasonable efforts to perform those obligations, (2) that party's inability to perform those obligations is not due to its failure to (A) take reasonable measures to protect itself against events or circumstances of the same type as that Catastrophic Event or (B) develop and maintain a reasonable

contingency plan to respond to events or circumstances of the same type as that Catastrophic Event, and (3) that party complies with its obligations under section 8(c).

(b) For purposes of this agreement, "**Catastrophic Event**" means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party (other than a strike or other labor unrest that affects only that party, an increase in prices or other change in general economic conditions, a change in law, or an event or circumstance that results in that party's not having sufficient funds to comply with an obligation to pay money and any consequences of that event or circumstance).

(c) If a Catastrophic Event occurs, the noncomplying party shall promptly notify the other party of occurrence of that Catastrophic Event, its effect on performance, and how long the noncomplying party expects it to last. Thereafter the noncomplying party shall update that information as reasonably necessary. During a Catastrophic Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume its performance under this agreement.

9. **Non-assignment.** Neither party may assign any of its rights or delegate any of its obligations under this agreement without the prior written consent of the other party.

10. **Modification; Waiver.** No amendment of this agreement will be effective unless it is in writing and signed by the parties. No waiver of satisfaction of a condition or failure to comply with an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation. To be valid, any document signed by a party under this section 10 must be signed by an officer of the party authorized to do so by the party.

11. **Notices.** (a) For a notice or other communication under this agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company with all fees prepaid, (3) by registered or certified mail, return receipt requested and postage prepaid, or (4) by email.

(b) Subject to section 11(d), a valid notice or other communication under this section will be effective when received by the party to which it was addressed. It will be deemed to have been received as follows:

- if it is delivered by hand, delivered by a national transportation company with all fees prepaid, or delivered by registered or certified mail, return receipt requested and postage prepaid, upon receipt as indicated by the date on the signed receipt;
- (2) if the party to which it is addressed rejects or otherwise refused to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver; and
- (3) if it is delivered by email and the sender does not use RPost, when the recipient, by an email sent to the email address for the sender stated in section 11(c) or by a notice delivered by another method in accordance with this section 11, acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section 11; and

(4) if it is delivered by email and the sender uses RPost, when the authorized electronic mail agent of the recipient accepted that email message, with the delivery status of at least "delivered to mail server," as stated in the RPost "Registered Receipt" received by the sender with respect to that email message.

(c) For a notice or communication to a party under this agreement to be valid, it must be addressed using the information specified below for that party or any other information specified by that party in a notice in accordance with this section

To Authority:	Michigan Municipal Services Authority P.O. Box 12012 Lansing, MI 48909 Email: angela@ignitionmediagroup.com
with copy to:	Steven C. Liedel Dykema Gossett PLLC 201 Townsend St., Ste. 900 Lansing, MI 48933 sliedel@dykema.com
To Provider:	Hundred Place, LLC 301 N. Sycamore St. Lansing, MI 48933 Attn: Samantha Harkins Email: samantha@hundredplace.com

(d) If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

12. **Severability.** The parties acknowledge that if a dispute between the parties arises out of this agreement or the subject matter of this agreement, they would want a court to interpret this agreement as follows:

- (1) with respect a provision it holds unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision;
- (2) if an unenforceable provision is modified or disregarded in accordance with this section 12, by holding that the rest of the agreement will remain in effect as written;
- (3) by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable;
- (4) if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this agreement, by holding the entire agreement unenforceable.

13. **Counterparts.** If the parties sign this agreement in several counterparts, each will be deemed an original, but all counterparts together will constitute one instrument.

14. **Governing law.** Michigan law governs all adversarial proceedings brought by one party against the other arising out of this agreement.

15. **Entire Agreement.** This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.

16. **Effectiveness; Date**. This agreement is effective on the date stated in the introductory clause.

[signature pages follow]

#### MICHIGAN MUNICIPAL SERVICES AUTHORITY

By:

Angela Rogensues Chairperson

#### HUNDRED PLACE, LLC

By:

Samantha Harkins Owner

#### SCHEDULE 1 SCOPE OF SERVICES

Provider shall provide executive management services to the Authority due the vacancy in the position of chief executive officer of the Authority, including all of the following:

(1) oversight of the day-to-day operation of the Authority and

(2) direction and supervision of the contracted service provider for the Authority's provision of services to the Local Community Stabilization Authority (the "LCSA");

(2) administration of the Authority's contract with CGI Technologies and Solutions Inc., the City of Grand Rapids and Kent County, and any other contracts associated with service;

(5) assistance with the administration of the Authority's grant from the State of Michigan to provide consulting services to the city of Flint and other municipalities identified by the Authority and the State; ;

(6) management of communications with the executive committee of the Authority and the authority board of the Authority, including preparation for meetings;

(7) continued development of programs of the Authority, including identification and implementation of programs and services that generate positive revenue to contribute to the operational costs of the Authority; and

(8) performance of other duties assigned by the executive committee of the Authority.

Within 60 days of the effective date of this agreement, Provider shall assess the current programs of the Authority and assist the executive committee of the Authority with a plan and measurable goals to develop additional revenue generating programs that are consistent with the vision and mission of the Authority.

110122.000001 4845-4775-0141.1

#### PROFESSIONAL SERVICES AGREEMENT

This professional services agreement is dated October 18, 2021 and is between the MICHIGAN MUNICIPAL SERVICES AUTHORITY, a Michigan public body corporate (the **"Authority**") and VETTRAINO CONSULTING, LLC, a Michigan limited liability company (the **"Provider**").

The Authority is a Michigan public body corporate created under the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, as amended, MCL 124. 501 to 124.512 (the "**Act**"), pursuant to an interlocal agreement between the City of Grand Rapids, Michigan and the City of Livonia, Michigan.

Provider has extensive experience managing or providing management services to local governmental entities.

The Authority has been provides administrative services to Local Community Stabilization Authority ("**LCSA**") pursuant to an administrative services agreement between the Authority and the LCSA.

The Authority wants Provider to provide administrative services to the LCSA, functioning as the LCSA Administrator on behalf of the Authority and Provider wants to provide those services to the Authority.

The parties therefore agree as follows:

1. **Services.** (a) Provider shall provide the professional services described in schedule 1 in a manner consistent with this agreement. Provider shall assign Jaymes Vettraino as the individual responsible for providing the professional services under this agreement. Provider shall not assign another individual to provide the professional services without the prior written approval of the Authority.

(b) Provider shall perform its obligations under this agreement in a professional and workmanlike manner in accordance with prevailing industry standards and practices, including the International City/County Management Association Code of Ethics. When providing services under this agreement, Provider shall comply with applicable law.

(c) Provider shall reperform any work not in compliance with section 1(b) brought to its attention within a reasonable time after the work is performed at no additional cost to the Authority.

(d) The parties anticipate that Provider will provide the Authority with approximately 24 hours of services per month. The parties acknowledge the actual hours may vary depending upon workload due to the cyclical nature of the activities of the LCSA, payment schedules, and project schedules.

(e) Provider shall provide the Authority with timely updates of its performance of services under this agreement as requested by Authority and in the format required by the Authority.

(f) The parties intend that Provider's relationship to the Authority in providing services under this agreement be one of an independent contractor. Provider shall be responsible for paying all taxes relating to amounts paid to Provider under this agreement. Provider will not be an

employee of the Authority. Provider may not commit the Authority to any agreement without the Authority's prior written consent.

2. **Compensation.** (a) The Authority shall compensate Provider at the rate of \$3,120.00 per month.

(b) By the 10th day of each month Provider shall submit to the Authority an invoice for services rendered during the preceding month. Each invoice must include a general description of the services provided. The Authority may reject and refuse to pay for any services inconsistent with this agreement. Within 15 days of receiving an invoice, the Authority shall remit payment to Provider.

(c) The Authority's payment of Provider's invoices will constitute full payment for all services under this agreement. The Authority may withhold payment of the final invoice from Provider until the Authority receives delivery of any final work product from Provider.

3. **Statements of Fact.** (a) Provider states that Provider has the necessary knowledge, experience, abilities, skills, and resources to perform its obligations under this agreement.

(b) Provider states that is organized under Michigan law and in good standing and authorized to conduct business in Michigan.

(c) The verb used to introduce a statement of fact in this agreement does not affect the remedies available for an inaccuracy of that statement of fact.

4. **Term.** (a) Except as provided in section 4(c), this agreement is effective beginning on the date of this agreement and continues through December 31, 2021 unless terminated earlier pursuant to section 4(b). After December 31, 2021, this agreement will automatically renew for an additional month on the first day of each subsequent month, unless terminated pursuant to section 4(b).

(b) The Authority may terminate this agreement at any time, with cause, upon written notice to Provider. The Authority may terminate this agreement at any time, without cause, upon 30 days' written notice to Provider. Provider may terminate this agreement at any time upon 30 days' written notice to Provider. The parties may otherwise terminate this agreement by joint action of the parties.

(c) The obligations of Provider under sections 6 and 7 will survive the termination of this agreement.

5. **Insurance.** Provider shall procure and maintain commercial general liability insurance on an "occurrence basis" with liability limits of at least \$1,000,000.00 per occurrence for combined single limit, personal Injury, bodily injury and property damage. The insurance coverage must include the following extensions: (1) contractual liability; (2) products and completed operations; (3) independent contractors coverage; and (4) broad form general liability extensions or equivalent coverage.

6. **Invention and Patent Rights.** (a) Provider shall promptly disclose to the Authority all ideas, devices, inventions, improvements, technical information and know-how relating to services provided by the Authority or other activities of the Authority during the term of this agreement, whether patentable or not, that Provider may conceive or make solely or jointly with others during the term of this

agreement or within six months of the end of the term of this agreement, if the ideas, devices, inventions, improvements, technical information, or know-how arise out of any work done or concepts developed while performing services under this agreement.

(b) Any right, title, and interest in an idea, device, invention, improvement, technical information, or know-how described in section 6(a) is held by Provider in a fiduciary capacity for the benefit of the Authority and is the sole and exclusive property of the Authority.

(c) Provider shall do any of the following when requested by the Authority during or after the term of this agreement relating to the ideas, devices, inventions, improvements, technical information, and know-how described in section 6(a):

- (1) assign and convey to the Authority in writing Provider's right, title, and interest;
- (2) assist the Authority and its agents in preparing patent applications;
- (3) sign and deliver applications described in section 6(c)(2) and assignments of the applications to the Authority; and
- (4) provide information and testimony, sign documents, and do other things needed or requested by the Authority to facilitate the Authority obtaining, extending, reissuing, maintaining or enforcing patents.

(d) Provider hereby irrevocably nominates and appoints the Authority as Provider's attorney-in-fact to sign and deliver documents and perform acts described in section 6(c) in the event of Provider's absence, unavailability, refusal, or dissolution, with the nomination and appointment granted with full authority in the premises and the authorization coupled with an interest vested in the Authority.

(e) The Authority shall bear all expenses incurred in obtaining, extending, reissuing, maintaining, and enforcing patents as described in section 6(c) and in investing and perfecting title to the patents in the Authority. The Authority shall pay Provider for any time the Authority may require of Provider or for any services that may be required of Provider under section 6(c) after the term of this agreement at an hourly rate provided in schedule 3.

7. **Copyrights**. Any copyright and any other intellectual property rights in a design, software, firmware, and related documentation and works of authorship created by the Provider while providing services to Authority pursuant to this agreement ("**Protected Property**") belong to the Authority. Provider acknowledges that neither the Authority nor its licensees have an obligation to designate the Provider as an author of Protected Property. Provider hereby waives and releases all of Provider's rights to Protected Property.

8. **Catastrophic Event.** (a) If a Catastrophic Event prevents a party from complying with any one or more obligations under this agreement, that inability to comply will not constitute breach if (1) that party uses reasonable efforts to perform those obligations, (2) that party's inability to perform those obligations is not due to its failure to (A) take reasonable measures to protect itself against events or circumstances of the same type as that Catastrophic Event or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Catastrophic Event, and (3) that party complies with its obligations under section 8(c).

(b) For purposes of this agreement, "**Catastrophic Event**" means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party (other than a strike or other labor unrest that affects only that party, an increase in prices or other change in general economic conditions, a change in law, or an event or circumstance that results in that party's not having sufficient funds to comply with an obligation to pay money and any consequences of that event or circumstance).

(c) If a Catastrophic Event occurs, the noncomplying party shall promptly notify the other party of occurrence of that Catastrophic Event, its effect on performance, and how long the noncomplying party expects it to last. Thereafter the noncomplying party shall update that information as reasonably necessary. During a Catastrophic Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume its performance under this agreement.

9. **Non-assignment.** Neither party may assign any of its rights or delegate any of its obligations under this agreement without the prior written consent of the other party.

10. **Modification; Waiver.** No amendment of this agreement will be effective unless it is in writing and signed by the parties. No waiver of satisfaction of a condition or failure to comply with an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation. To be valid, any document signed by a party under this section 10 must be signed by an officer of the party authorized to do so by the party.

11. **Notices.** (a) For a notice or other communication under this agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company with all fees prepaid, (3) by registered or certified mail, return receipt requested and postage prepaid, or (4) by email.

(b) Subject to section 11(d), a valid notice or other communication under this section will be effective when received by the party to which it was addressed. It will be deemed to have been received as follows:

- if it is delivered by hand, delivered by a national transportation company with all fees prepaid, or delivered by registered or certified mail, return receipt requested and postage prepaid, upon receipt as indicated by the date on the signed receipt;
- (2) if the party to which it is addressed rejects or otherwise refused to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver; and
- (3) if it is delivered by email and the sender does not use RPost, when the recipient, by an email sent to the email address for the sender stated in section 11(c) or by a notice delivered by another method in accordance with this section 11, acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section 11; and
- (4) if it is delivered by email and the sender uses RPost, when the authorized electronic mail agent of the recipient accepted that email message, with the delivery status of at least "delivered to mail

server," as stated in the RPost "Registered Receipt" received by the sender with respect to that email message.

(c) For a notice or communication to a party under this agreement to be valid, it must be addressed using the information specified below for that party or any other information specified by that party in a notice in accordance with this section

To Authority:	Michigan Municipal Services Authority P.O. Box 12012 Lansing, MI 48909 Email: angela@ignitionmediagroup.com
with copy to:	Steven C. Liedel Dykema Gossett PLLC 201 Townsend St., Ste. 900 Lansing, MI 48933 sliedel@dykema.com
To Provider:	Vettraino Consulting, LLC P.O. Box 82202 1891 Beaver Creek Dr. Rochester, MI 48307 Attn: Jaymes Vettraino Email: vettrainoconsulting@gmail.com

(d) If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

12. **Severability.** The parties acknowledge that if a dispute between the parties arises out of this agreement or the subject matter of this agreement, they would want a court to interpret this agreement as follows:

- (1) with respect a provision it holds unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision;
- (2) if an unenforceable provision is modified or disregarded in accordance with this section 12, by holding that the rest of the agreement will remain in effect as written;
- (3) by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable;
- (4) if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this agreement, by holding the entire agreement unenforceable.

13. **Counterparts.** If the parties sign this agreement in several counterparts, each will be deemed an original but all counterparts together will constitute one instrument.

14. **Governing law.** Michigan law governs all adversarial proceedings brought by one party against the other arising out of this agreement.

15. **Entire Agreement.** This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.

16. **Effectiveness; Date**. This agreement is effective on the date stated in the introductory clause.

[signature pages follow]

#### MICHIGAN MUNICIPAL SERVICES AUTHORITY

By:

Angela Rogensues Chairperson

#### VETTRAINO CONSULTING, LLC

By:

Jaymes Vettraino Owner

#### SCHEDULE 1 SCOPE OF SERVICES

Subject to direction and supervision by the Authority, Provider shall provide administrative services to the Local Community Stabilization Authority (the "**LCSA**") as its LCSA Administrator including all of the following:

(1) Day-to-day coordination of the Authority's provision of services to the LCSA;

(2) administration of assessment and collection fees on behalf of the LCSA under the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act;

(3) administration of other payments on behalf of the LCSA required under the Local Community Stabilization Authority Act;

110122.000001 4848-4967-4237.1



27400 Northwestem Highway P.O. Box 307 Southfield, MI 48037-0307 Tel: 248.352.2500 Fax: 248.352.0018 plantemoran.com

September 10, 2021

To: Jaymes Vettraino, CEO Michigan Municipal Services Authority (MMSA) Board of Directors

#### Re: August 2021 Monthly Statements

Enclosed are the following Monthly Statements for your review:

- 1. Revenue & Expenditure Report General Fund
- 2. Revenue & Expenditure Report Financial Management System Fund
- 3. Revenue & Expenditure Report All Funds
- 4. Balance Sheet
- 5. Check Register
- 6. Bank Account Reconciliation
- 7. Bank Statement

Please contact Kari Shea (248-223-3287) or Kelly Schimmoeller (734-302-6456) with any questions.

Thank you.

Disclaimer: These financial statements have not been subjected to an audit, review or compilation engagement, and no assurance is provided on them.



## Michigan Municipal Services Authority REVENUE AND EXPENDITURE REPORT As of August 31, 2021

	Year Ending 09/30/2020	Year Ending 09/30/2021		Year To Date 08/31/2021		
	END BALANCE	ORIGINAL BUDGET	AMENDED BUDGET	YTD BALANCE	% BDGT	
Revenue						
671000 - Contract Revenue	164,755	150,000	191,340	208,078	108.75 %	
Total Revenue	164,755	150,000	191,340	208,078	108.75 %	
Expenses						
Salary and Fringes						
701000 - Personal Services	197,103	181,000	123,230	138,696	112.55 %	
710000 - FUTA Taxes	0	0	375	365	97.30 %	
715000 - Social Security & Medicare	15,249	13,847	9,430	10,568	112.06 %	
718000 - Insurance - Health	12,293	24,798	15,000	9,776	65.18 %	
Total Salary and Fringes	224,645	219,645	148,035	159,405	107.68 %	
Operating						
752000 - Office Expense	4,010	2,000	3,000	2,753	91.75 %	
801000 - Professional and Contractual Services	7,195	0	55,405	43,692	78.86 %	
801500 - Office Rent	7,365	10,740	8,940	5,968	66.76 %	
802000 - Legal	15,297	18,000	18,000	10,759	59.77 %	
803000 - Accounting	12,181	16,000	16,500	15,008	90.96 %	
803500 - Audit	11,000	11,000	11,000	11,000	100.00 %	
804000 - Bank Service Charges	783	2,500	2,500	932	37.28 %	
805000 - HR and Benefits Consulting	859	5,000	1,000	0	0.00 %	
840000 - Insurance	4,951	2,810	7,000	4,983	71.18 %	
861000 - Mileage Reimbursement	2,744	2,500	500	45	8.96 %	
910000 - Professional Development	2,615	5,000	1,500	985	65.67 %	
913000 - Conference Expenses	616	4,000	750	195	26.00 %	
955000 - Miscellaneous	1,013	2,000	2,000	0	0.00 %	
Total Operating	70,629	81,550	128,095	96,320	75.19 %	
Total Expenses	295,274	301,195	276,130	255,725	92.61 %	
Revenue in Excess of Expenses	(130,519)	(151,195)	(84,790)	(47,647)	56.19 %	
Transfers						
699273 - Interfund Transfer In - FMS	135,125	101,168	135,893	135,125	99.43 %	
Total Transfers	135,125	101,168	135,893	135,125	99.43 %	
Change in Equity	4,606	(50,027)	51,103	87,478	171.18 %	

These financial statements have not been subjected to an audit, review or compilation engagement, and no assurance is provided on them. Created on: 09/01/2021, 8:05 PM EDT

## Michigan Municipal Services Authority REVENUE AND EXPENDITURE REPORT As of August 31, 2021

Year Ending 09/30/2020	09/30/2021 09/30/2021		Year To Date 08/31/2021		
END BALANCE	ORIGINAL BUDGET	AMENDED BUDGET	YTD BALANCE	% BDGT	
1,105,988	1,557,114	2,077,223	2,076,154	99.95 %	
1,105,988	1,557,114	2,077,223	2,076,154	99.95 %	
970,863	1,455,946	1,941,330	1,941,029	99.98 %	
970,863	1,455,946	1,941,330	1,941,029	99.98 %	
970,863	1,455,946	1,941,330	1,941,029	99.98 %	
135,125	101,168	135,893	135,125	99.43 %	
(135,125)	(101,168)	(135,893)	(135,125)	99.43 %	
(135,125)	(101,168)	(135,893)	(135,125)	99.43 %	
0	0	0	0	0.00 %	
	09/30/2020 END BALANCE 1,105,988 1,105,988 970,863 970,863 970,863 135,125 (135,125)	09/30/2020         09/30           END BALANCE         ORIGINAL BUDGET           1,105,988         1,557,114           1,105,988         1,557,114           1,105,988         1,557,114           970,863         1,455,946           970,863         1,455,946           970,863         1,455,946           970,863         1,455,946           135,125         101,168           (135,125)         (101,168)	09/30/2020         09/30/2021           END BALANCE         ORIGINAL BUDGET         AMENDED BUDGET           1,105,988         1,557,114         2,077,223           1,105,988         1,557,114         2,077,223           1,105,988         1,557,114         2,077,223           970,863         1,455,946         1,941,330           970,863         1,455,946         1,941,330           970,863         1,455,946         1,941,330           970,863         1,455,946         1,941,330           970,863         1,455,946         1,941,330           970,863         1,455,946         1,941,330           135,125         101,168         135,893           (135,125)         (101,168)         (135,893)	09/30/2020         09/30/2021         08/31/2021           END BALANCE         ORIGINAL BUDGET         AMENDED BUDGET         YTD BALANCE           1,105,988         1,557,114         2,077,223         2,076,154           1,105,988         1,557,114         2,077,223         2,076,154           970,863         1,455,946         1,941,330         1,941,029           970,863         1,455,946         1,941,330         1,941,029           970,863         1,455,946         1,941,330         1,941,029           970,863         1,455,946         1,941,330         1,941,029           970,863         1,455,946         1,941,330         1,941,029           970,863         1,455,946         1,941,330         1,941,029           970,863         1,455,946         1,941,330         1,941,029           970,863         1,455,946         1,941,330         1,941,029           9135,125         101,168         135,893         135,125           (135,125)         (101,168)         (135,893)         (135,125)	

## Michigan Municipal Services Authority REVENUE AND EXPENDITURE REPORT As of August 31, 2021

	Year Ending 09/30/2020	Year Ending 09/30/2021		Year To Date 08/31/2021		
	END BALANCE	ORIGINAL BUDGET	AMENDED BUDGET	YTD BALANCE	% BDGT	
Revenue						
671000 - Contract Revenue	1,270,743	1,707,114	2,268,563	2,284,231	100.69 %	
Total Revenue	1,270,743	1,707,114	2,268,563	2,284,231	100.69 %	
Expenses						
Salary and Fringes						
701000 - Personal Services	197,102	181,000	123,230	138,696	112.55 %	
710000 - FUTA Taxes	0	0	375	365	97.30 %	
715000 - Social Security & Medicare	15,249	13,847	9,430	10,567	112.06 %	
718000 - Insurance - Health	12,293	24,798	15,000	9,777	65.18 %	
Total Salary and Fringes	224,644	219,645	148,035	159,405	107.68 %	
Operating	,	,	,	,		
752000 - Office Expense	4,010	2,000	3,000	2,752	91.75 %	
801000 - Professional and Contractual Services	978,059	1,455,946	1,996,735	1,984,721	99.40 %	
801500 - Office Rent	7,365	10,740	8,940	5,968	66.76 %	
802000 - Legal	15,297	18,000	18,000	10,759	59.77 %	
803000 - Accounting	12,181	16,000	16,500	15,008	90.96 %	
803500 - Audit	11,000	11,000	11,000	11,000	100.00 %	
804000 - Bank Service Charges	783	2,500	2,500	932	37.28 %	
805000 - HR and Benefits Consulting	859	5,000	1,000	0	0.00 %	
840000 - Insurance	4,951	2,810	7,000	4,983	71.18 %	
861000 - Mileage Reimbursement	2,744	2,500	500	45	8.96 %	
910000 - Professional Development	2,615	5,000	1,500	985	65.67 %	
913000 - Conference Expenses	615	4,000	750	195	26.00 %	
955000 - Miscellaneous	1,014	2,000	2,000	0	0.00 %	
Total Operating	1,041,493	1,537,496	2,069,425	2,037,348	98.45 %	
Total Expenses	1,266,137	1,757,141	2,217,460	2,196,753	99.07 %	
Revenue in Excess of Expenses	4,606	(50,027)	51,103	87,478	171.18 %	
Transfers	.,	(00,021)	01,100	01,110		
699273 - Interfund Transfer In - FMS	135,126	101,168	135,893	135,125	99.43 %	
995101 - Transfer Out - GF	(135,126)	(101,168)	(135,893)	(135,125)	99.43 %	
Total Transfers	0	0	0	0	0.00 %	
					171.18 %	
Change in Equity	4,606	(50,027)	51,103	87,478	1/1.10 %	

These financial statements have not been subjected to an audit, review or compilation engagement, and no assurance is provided on them. Created on: 09/01/2021, 8:07 PM EDT

# Michigan Municipal Services Authority COMPARATIVE BALANCE SHEET

	PERIOD ENDED 09/30/2020	PERIOD ENDED 08/31/2021	CHANGE	% CHANGE
ASSETS				
Current Assets				
Bank Accounts	1,332,752	346,557	(986,195)	(73.99) %
Other Current Assets				
040000 - Accounts Receivable	(1,023,322)	40,815	1,064,137	(103.98) %
123000 - Prepaid Expenses	1,356	695	(661)	(48.73) %
Total Other Assets	(1,021,966)	41,510	1,063,476	(104.06) %
Total Current Assets	310,786	388,067	77,281	24.86 %
TOTAL ASSETS	310,786	388,067	77,281	24.86 %
LIABILITIES AND EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
202000 - Accounts Payable	5,697	0	(5,697)	(100.00) %
Total Accounts Payable	5,697	0	(5,697)	(100.00) %
Other Current Liabilities				
257000 - Accrued Salaries Wages	4,500	0	(4,500)	(100.00) %
Total Other Current Liabilities	4,500	0	(4,500)	(100.00) %
Total Current Liabilities	10,197	0	(10,197)	(100.00) %
Total Liabilities	10,197	0	(10,197)	(100.00) %
Equity			· · · · ·	· · ·
390000 - Fund Balance - Unassigned	295,983	300,589	4,607	1.55 %
Net Revenue	4,606	87,478	82,871	1,799.06 %
Total Equity	300,589	388,067	87,478	29.10 %
TOTAL LIABILITIES AND EQUITY	310,786	388,067	77,281	24.86 %

### Michigan Municipal Services Authority Check Register

Date	Vendor	Document No	Amount Cleared
	Bank: Bill.com Clearing - Bill.com Clearing	Account No:	
08/05/2021	10029Vettraino Consulting, LLC		7,695.00 In Transit
08/18/2021	10020Revize LLC		600.00 In Transit
08/18/2021	10029Vettraino Consulting, LLC		116.58 In Transit
08/18/2021	10003Dykema Gossett, PLLC		7,056.00 In Transit
08/18/2021	10002Plante Moran		953.90 In Transit
08/18/2021	10018Michigan Municipal League		985.00 In Transit
08/18/2021	10009Kristen Delaney		60.00 In Transit
	Total for Bill.com Clearing		17,466.48
	Bank: Fifth Third - 1244 - Firth Third	Account No: 7169301244	
08/03/2021	10015Gusto		51.00 08/31/2021
08/05/2021	10015Gusto		951.14 08/31/2021
08/19/2021	10015Gusto		722.39 08/31/2021
	Total for Fifth Third - 1244		1,724.53

**Michigan Municipal Services Authority Reconciliation Report** 

As Of 08/31/2021 Account: 5/3 Checking

Statement Endir Deposits in Trar Outstanding Ch Adjusted Bank B	nsit ecks and Charges			-	346,557.03 0.00 0.00 346,557.03
Book Balance Adjustments* Adjusted Book I	Balance			_	346,557.03 0.00 346,557.03
	Total Checks and	24.053.58	Total Deposits Cleared	_	3,380.00
	Charges Cleared	24,033.30	Total Deposits Cleared		5,500.00
Deposits					
Name	Memo	Date	Doc No	Cleared	In Transit
State of Michigan Total Deposits	City of Flint	08/19/2021		3,380.00 3,380.00	0.00
Checks an	d Charges				
Name	Memo	Date	Check No	Cleared	Outstanding
BCBSM	Health Care Premium September 2021	07/28/2021	Chicok He	469.90	outotanung
Gusto	July 2021 Invoice	08/03/2021		51.00	
General Ledger Entry		08/05/2021		7,695.00	
Gusto	08.05.2021 Payroll	08/05/2021		951.14	
General Ledger Entry	08.05.21 Payroll	08/06/2021		2,660.52	
General Ledger Entry		08/18/2021		9,771.48	
Gusto	08.19.2021 Payroll	08/19/2021		722.39	
General Ledger Entry	08.19.21 Payroll	08/19/2021		1,645.91	
	August 2021 Bank Fee	08/31/2021		86.24	

Created on: 09/01/2021, 7:56 PM EDT

August 2021 Bank Fee

**Total Checks and Charges** 

0.00

24,053.58



MICHIGAN MUNICIPAL SERVICE

200 TOWNSEND ST STE 900

LANSING MI 48933

0

5151

Statement Period Date: 8/1/2021 - 8/31/2021 Account Type: COMM'L 53 ANALYZED Account Number:

Banking Center: Grand Rapids Banking Center Phone: 616-653-5440 Commercial Client Services: 866-475-0729

		Account Summary -		
08/01	Beginning Balance Checks	\$367,230.61	Number of Days in Period	31
9	Withdrawals / Debits	\$(24,053.58)		
1	Deposits / Credits	\$3,380.00		
08/31	Ending Balance	\$346,557.03		

Withdrawals	s / Debits	S 9 items totaling \$24,053	
Date	Amount	Description	
08/03	51.00	GUSTO 6semjma69gq FEE 560282 6semjq5i2bo MICHIGAN MUNICIPAL SER 080321	
08/04	951.14	GUSTO 6SEMJMA6QQ2 TAX 577986 6semjq5vdaa MICHIGAN MUNICIPAL SER 080421	
08/04	2,660.52	GUSTO 6SEMJMA6QPT NET 577981 6semjq5vd99 MICHIGAN MUNICIPAL SER 080421	
08/05	7,695.00	Bill.com Payables 016VKDYQR1W5LCB Michigan Municipal Ser Jaymes Vettraino Bill.com 016VKDYQR1W5LCB Inv #2231 080521	
08/11	86.24	SERVICE CHARGE	
08/18	722.39	GUSTO 6SEMJMAF889 TAX 853897 6semjq85dgf MICHIGAN MUNICIPAL SER 081821	
08/18	1,645.91	GUSTO 6SEMJMAF887 NET 853895 6semjq85dg9 MICHIGAN MUNICIPAL SER 081821	
08/18	9,771.48	Bill.com Payables 016BLTJNH1WONN1 Michigan Municipal Ser Multiple Payments Bill.com Payables 016BLTJNH1WONN1 081821	
08/30	469.90	BCBS Michigan PREMIUM MS283851 MICHIGAN MUNICIPAL SER 083021	

<b>Deposits / Credits</b>		1 item totaling \$3,380.00
Date	Amount	Description
08/19	3,380.00	STATEOFMICHIGAN PMT/REFUND 202108161724404 MICHIGAN MUNICI NTE*210000813188
		*CV0053980 *MICHIGAN MUNICIPAL SERVICES AU 081921

<b>Daily Balance S</b>	Summary				
Date	Amount	Date	Amount	Date	Amount
08/03	367,179.61	08/11	355,786.71	08/19	347,026.93
08/04	363,567.95	08/18	343,646.93	08/30	346,557.03
08/05	355,872.95				



Plante & Moran, PLLC 27400 Northwestern Highway P.O. Box 307 Southfield, MI 48037-0307 Tel: 248.352.2500 Fax: 248.352.0018 plantemoran.com

October 8, 2021

To: Jaymes Vettraino, CEO Michigan Municipal Services Authority (MMSA) Board of Directors

#### Re: September 2021 Monthly Statements

Enclosed are the following Monthly Statements for your review:

- 1. Revenue & Expenditure Report General Fund
- 2. Revenue & Expenditure Report Financial Management System Fund
- 3. Revenue & Expenditure Report All Funds
- 4. Balance Sheet
- 5. Check Register
- 6. Bank Account Reconciliation
- 7. Bank Statement

Fiscal Year Ending September 30, 2021 balances are still in draft form and subject to change in conjunction with the audit. Audit fieldwork is scheduled to begin December 6, 2021.

Please contact Kari Shea (248-223-3287) or Kelly Schimmoeller (734-302-6456) with any questions.

Thank you.

Disclaimer: These financial statements have not been subjected to an audit, review or compilation engagement, and no assurance is provided on them.



### Michigan Municipal Services Authority REVENUE AND EXPENDITURE REPORT As of September 30, 2021

	Year Ending 09/30/2020	Year E 09/30	/2021	Year To Date 09/30/2021	
	END BALANCE	ORIGINAL BUDGET	AMENDED BUDGET	YTD BALANCE	% BDGT
Revenue					
671000 - Contract Revenue	164,755	150,000	208,080	208,078	100.00 %
Total Revenue	164,755	150,000	208,080	208,078	100.00 %
Expenses					
Salary and Fringes					
701000 - Personal Services	197,103	181,000	147,500	145,347	98.54 %
710000 - FUTA Taxes	0	0	375	365	97.30 %
715000 - Social Security & Medicare	15,249	13,847	11,300	11,073	97.99 %
718000 - Insurance - Health	12,293	24,798	15,000	10,246	68.31 %
Total Salary and Fringes	224,645	219,645	174,175	167,031	95.90 %
Operating					
752000 - Office Expense	4,010	2,000	4,000	2,841	71.02 %
801000 - Professional and Contractual Services	7,195	0	55,405	57,543	103.86 %
801500 - Office Rent	7,365	10,740	8,940	5,968	66.76 %
802000 - Legal	15,297	18,000	18,000	10,759	59.77 %
803000 - Accounting	12,181	16,000	17,500	15,959	91.20 %
803500 - Audit	11,000	11,000	11,000	11,000	100.00 %
804000 - Bank Service Charges	783	2,500	2,500	1,018	40.73 %
805000 - HR and Benefits Consulting	859	5,000	1,000	0	0.00 %
840000 - Insurance	4,951	2,810	7,000	5,928	84.68 %
861000 - Mileage Reimbursement	2,744	2,500	500	45	8.96 %
910000 - Professional Development	2,615	5,000	1,500	985	65.67 %
913000 - Conference Expenses	616	4,000	750	195	26.00 %
955000 - Miscellaneous	1,013	2,000	2,000	0	0.00 %
Total Operating	70,629	81,550	130,095	112,241	86.28 %
Total Expenses	295,274	301,195	304,270	279,272	91.78 %
Revenue in Excess of Expenses	(130,519)	(151,195)	(96,190)	(71,194)	74.01 %
Transfers					
699273 - Interfund Transfer In - FMS	135,125	101,168	135,893	135,125	99.43 %
Total Transfers	135,125	101,168	135,893	135,125	99.43 %
Change in Equity	4,606	(50,027)	39,703	63,931	161.02 %

These financial statements have not been subjected to an audit, review or compilation engagement, and no assurance is provided on them. Created on: 10/05/2021, 7:21 PM EDT

### Michigan Municipal Services Authority REVENUE AND EXPENDITURE REPORT As of September 30, 2021

	Year Ending 09/30/2020	Year E 09/30	/2021	Year To Date 09/30/2021	
	END BALANCE	ORIGINAL BUDGET	AMENDED BUDGET	YTD BALANCE	% BDGT
Revenue					
671000 - Contract Revenue	1,105,988	1,557,114	2,077,223	2,076,154	99.95 %
Total Revenue	1,105,988	1,557,114	2,077,223	2,076,154	99.95 %
Expenses					
Operating					
801000 - Professional and Contractual Services	970,863	1,455,946	1,941,330	1,941,029	99.98 %
Total Operating	970,863	1,455,946	1,941,330	1,941,029	99.98 %
Total Expenses	970,863	1,455,946	1,941,330	1,941,029	99.98 %
Revenue in Excess of Expenses	135,125	101,168	135,893	135,125	99.43 %
Transfers				<u> </u>	
995101 - Transfer Out - GF	(135,125)	(101,168)	(135,893)	(135,125)	99.43 %
Total Transfers	(135,125)	(101,168)	(135,893)	(135,125)	99.43 %
Change in Equity	0	0	0	0	0.00 %

### Michigan Municipal Services Authority REVENUE AND EXPENDITURE REPORT As of September 30, 2021

	Year Ending 09/30/2020	Year E 09/30	/2021	Year To Date 09/30/2021	
	END BALANCE	ORIGINAL BUDGET	AMENDED BUDGET	YTD BALANCE	% BDGT
Revenue					
671000 - Contract Revenue	1,270,743	1,707,114	2,285,303	2,284,231	99.95 %
Total Revenue	1,270,743	1,707,114	2,285,303	2,284,231	99.95 %
Expenses					
Salary and Fringes					
701000 - Personal Services	197,102	181,000	147,500	145,347	98.54 %
710000 - FUTA Taxes	0	0	375	365	97.30 %
715000 - Social Security & Medicare	15,249	13,847	11,300	11,072	97.99 %
718000 - Insurance - Health	12,293	24,798	15,000	10,247	68.31 %
Total Salary and Fringes	224,644	219,645	174,175	167,031	95.90 %
Operating	,	,	,	,	
752000 - Office Expense	4,010	2,000	4,000	2,840	71.02 %
801000 - Professional and Contractual Services	978,059	1,455,946	1,996,735	1,998,572	100.09 %
801500 - Office Rent	7,365	10,740	8,940	5,968	66.76 %
802000 - Legal	15,297	18,000	18,000	10,759	59.77 %
803000 - Accounting	12,181	16,000	17,500	15,959	91.20 %
803500 - Audit	11,000	11,000	11,000	11,000	100.00 %
804000 - Bank Service Charges	783	2,500	2,500	1,018	40.73 %
805000 - HR and Benefits Consulting	859	5,000	1,000	0	0.00 %
840000 - Insurance	4,951	2,810	7,000	5,928	84.68 %
861000 - Mileage Reimbursement	2,744	2,500	500	45	8.96 %
910000 - Professional Development	2,615	5,000	1,500	985	65.67 %
913000 - Conference Expenses	615	4,000	750	195	26.00 %
955000 - Miscellaneous	1,014	2,000	2,000	0	0.00 %
Total Operating	1,041,493	1,537,496	2,071,425	2,053,269	99.12 %
Total Expenses	1,266,137	1,757,141	2,245,600	2,220,300	98.87 %
Revenue in Excess of Expenses	4,606	(50,027)	39,703	63,931	161.02 %
Transfers	1,000	(00,021)		00,001	1011.02 70
699273 - Interfund Transfer In - FMS	135,126	101,168	135,893	135,125	99.43 %
995101 - Transfer Out - GF	(135,126)	(101,168)	(135,893)	(135,125)	99.43 %
Total Transfers	0	0	0	0	0.00 %
				<u> </u>	
Change in Equity	4,606	(50,027)	39,703	63,931	161.02 %

These financial statements have not been subjected to an audit, review or compilation engagement, and no assurance is provided on them. Created on: 10/05/2021, 7:28 PM EDT

# Michigan Municipal Services Authority COMPARATIVE BALANCE SHEET

	PERIOD ENDED 09/30/2020	PERIOD ENDED 09/30/2021	CHANGE	% CHANGE
ASSETS				
Current Assets				
Bank Accounts	1,332,752	371,520	(961,232)	(72.12) %
Other Current Assets				. ,
040000 - Accounts Receivable	(1,023,322)	0	1,023,322	(100.00) %
123000 - Prepaid Expenses	1,356	695	(661)	(48.73) %
Total Other Assets	(1,021,966)	695	1,022,661	(100.06) %
Total Current Assets	310,786	372,215	61,429	19.76 %
TOTAL ASSETS	310,786	372,215	61,429	19.76 %
LIABILITIES AND EQUITY		<u> </u>		
Liabilities				
Current Liabilities				
Accounts Payable				
202000 - Accounts Payable	5,697	7,695	1,998	35.07 %
Total Accounts Payable	5,697	7,695	1,998	35.07 %
Other Current Liabilities				
257000 - Accrued Salaries Wages	4,500	0	(4,500)	(100.00) %
Total Other Current Liabilities	4,500	0	(4,500)	(100.00) %
Total Current Liabilities	10,197	7,695	(2,502)	(24.53) %
Total Liabilities	10,197	7,695	(2,502)	(24.53) %
Equity	·	·		
390000 - Fund Balance - Unassigned	295,983	300,589	4,607	1.55 %
Net Revenue	4,606	63,931	59,324	1,287.87 %
Total Equity	300,589	364,520	63,931	21.26 %
TOTAL LIABILITIES AND EQUITY	310,786	372,215	61,429	19.76 %

### Michigan Municipal Services Authority Check Register

Date	Payee	Document No	Amount Cleared
09/09/2021	Bank: Bill.com Clearing - Bill.com Clearing	Account No:	6 156 00 in Tronsit
09/09/2021	10029Vettraino Consulting, LLC 10009Kristen Delaney		6,156.00 In Transit 30.00 In Transit
09/17/2021	10019Grand River Insurance Agency, LLC		945.00 In Transit
09/17/2021	10029Vettraino Consulting, LLC		58.29 In Transit
09/17/2021	10002Plante Moran		950.70 In Transit
	Total for Bill.com Clearing	=	8,139.99
	Bank: Fifth Third - 1244 - Firth Third	Account No: 7169301244	
09/02/2021	10015Gusto		722.39 09/30/2021
09/02/2021	10015Gusto		51.00 09/30/2021
09/16/2021	10015Gusto		722.39 09/30/2021
09/28/2021	10005BCBSM		469.90 09/30/2021
09/30/2021	10015Gusto		722.39 09/30/2021
	Total for Fifth Third - 1244	_	2,688.07

Michigan Municipal Services Authority Reconciliation Report

As Of 09/30/2021 Account: 5/3 Checking

Statement Endir Deposits in Trar Outstanding Ch Adjusted Bank B	isit ecks and Charges			_	371,520.06 0.00 0.00 371,520.06
Book Balance Adjustments*	Palawaa			_	371,520.06 0.00
Adjusted Book B	Salarice			_	371,520.06
	Total Checks and Charges Cleared	15,851.97	Total Deposits Cleared		40,815.00
Deposits					
<b>Name</b> State of Michigan State of Michigan	Memo City of Flint City of Flint i- LCSA 4th Qtr Pmt FY21	<b>Date</b> 09/01/2021 09/16/2021 09/17/2021	Doc No	<b>Cleared</b> 1,950.00 1,365.00 37,500.00	In Transit
Total Deposits				40,815.00	0.00
Checks an	d Charges				
Name Gusto General Ledger Entry Gusto General Ledger Entry	Memo August 2021 Invoice 09.02.21 Payroll 09.02.2021 Payroll September 2021 Bank Fee	Date 09/02/2021 09/02/2021 09/02/2021 09/09/2021 09/13/2021	Check No	Cleared 51.00 1,645.91 722.39 6,156.00 86.18	Outstanding
General Ledger Entry Gusto General Ledger Entry BCBSM	09.16.21 Payroll 09.16.2021 Payroll Health Care Premium October 2021	09/16/2021 09/16/2021 09/17/2021 09/28/2021		1,645.91 722.39 1,983.99 469.90	
Curata.	00.00.0004 Deveell	00/00/0004		700.00	

09/30/2021

09/30/2021

09.30.2021 Payroll

General Ledger Entry 09.30.21 Payroll

**Total Checks and Charges** 

Created on: 10/05/2021, 7:07 PM EDT

Gusto

0.00

722.39

1,645.91

15,851.97



MICHIGAN MUNICIPAL SERVICE 200 TOWNSEND ST STE 900 LANSING MI 48933

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Banking Center: Grand Rapids Banking Center Phone: 616-653-5440 Commercial Client Services: 866-475-0729

Account Summary -				
09/01	Beginning Balance Checks	\$346,557.03	Number of Days in Period	30
11	Withdrawals / Debits	\$(15,851.97)		
3	Deposits / Credits	\$40,815.00		
09/30	Ending Balance	\$371,520.06		

Withdrawals / Debits		11 items totaling \$15,851.97
Date	Amount	Description
09/01	722.39	GUSTO 6SEMJMAM98K TAX 084308 6semjqa6nm3 MICHIGAN MUNICIPAL SER 090121
09/01	1,645.91	GUSTO 6SEMJMAM98I NET 084306 6semjqa6nlp MICHIGAN MUNICIPAL SER 090121
09/02	51.00	GUSTO 6semjmamcm8 FEE 087816 6semjqa9338 MICHIGAN MUNICIPAL SER 090221
09/09	6,156.00	Bill.com Payables 016ROVXFF1XKZ4K Michigan Municipal Ser Jaymes Vettraino Bill.com 016ROVXFF1XKZ4 Inv #2239 090921
09/13	86.18	SERVICE CHARGE
09/15	722.39	GUSTO 6SEMJMATAK6 TAX 315078 6semjqcfch4 MICHIGAN MUNICIPAL SER 091521
09/15	1,645.91	GUSTO 6SEMJMATAK4 NET 315076 6semjqcfcgq MICHIGAN MUNICIPAL SER 091521
09/17	1,983.99	Bill.com Payables 016DSRZUN1XY8DU Michigan Municipal Ser Multiple Payments Bill.com Payables 016DSRZUN1XY8DU 091721
09/28	469.90	BCBS Michigan PREMIUM MS283851 MICHIGAN MUNICIPAL SER 092821
09/29	722.39	GUSTO 6SEMJMB3644 TAX 507076 6semjqebhtl MICHIGAN MUNICIPAL SER 092921
09/29	1,645.91	GUSTO 6SEMJMB362V NET 507039 6semjqebhtf MICHIGAN MUNICIPAL SER 092921

Deposits / Credits		3 items totaling \$40,815.00
Date	Amount	Description
09/01	1,950.00	STATEOFMICHIGAN PMT/REFUND 202108271755982 MICHIGAN MUNICI NTE*210000842249 *CV0053980 *MICHIGAN MUNICIPAL SERVICES AU 090121
09/16	1,365.00	STATEOFMICHIGAN PMT/REFUND 202109131800627 MICHIGAN MUNICI NTE*210000890676 *CV0053980 *MICHIGAN MUNICIPAL SERVICES AU 091621
09/17	37,500.00	Local Community Receivable 016PONMIY1XZGKK Michigan Municipal Ser 016PONMIY1XZGKK Local Community Bill.com Inv #FYE 2021-04 091721

ummary				
Amount	Date	Amount	Date	Amount
346,138.73	09/13	339,845.55	09/17	374,358.26
346,087.73	09/15	337,477.25	09/28	373,888.36
339,931.73	09/16	338,842.25	09/29	371,520.06
	Amount 346,138.73 346,087.73	Amount         Date           346,138.73         09/13           346,087.73         09/15	Amount         Date         Amount           346,138.73         09/13         339,845.55           346,087.73         09/15         337,477.25	Amount         Date         Amount         Date           346,138.73         09/13         339,845.55         09/17           346,087.73         09/15         337,477.25         09/28